# MASTER CONTRACT AGREEMENT

2006-2007

**BETWEEN** 

THE WOODWARD-GRANGER COMMUNITY SCHOOL DISTRICT

and

THE
WOODWARD-GRANGER
EDUCATION ASSOCIATION
(WGEA)

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# ARTICLE I PREAMBLE

This agreement is made and entered into between the Board of Directors of the Woodward-Granger Community School District (hereinafter referred to as the "Employer") and the Woodward-Granger Education Association (hereinafter referred to as the "Association").

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

# ARTICLE II RECOGNITION

The Board of Directors of the Woodward-Granger Community School District (hereinafter referred to as The "Employer"), recognizes the Woodward-Granger Education Association (hereinafter referred to as the "Association"), as the certified exclusive bargaining representative for all personnel set forth as included in the PERB Certification Instrument (Case # 274), issued by the PERB on the 6th day October, 1976, hereinafter referred to as "Employees".

# ARTICLE III BOARD-ASSOCIATION RELATIONS

The Association may have the right to examine and copy public records as set forth in Chapter 22, Code of Iowa. In addition, the Board and the Administration may grant, at their discretion, reasonable requests for other readily available and pertinent information; however upon the request board minutes and personnel policy changes shall be granted. Nothing herein shall require the Administration to research and assemble information.

# ARTICLE IV DUES DEDUCTION

## 4.1 Authorization

Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Board an approved form authorizing payroll deduction of dues.

# 4.2 Time Limit and Pro-Ration

It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction. New employees who begin dues deduction after September shall have the total dues pro-rated on the basis of the remaining months of employment through June. The school is not involved in collecting initiation fees, special assessments, back dues, fines or similar items under the definition of "dues".

# 4.3 Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct (1/10) of the total dues from the regular salary payment of the employee each month for ten (10) months, beginning in September and ending in June of each year.

# 4.4 Indemnity Clause

The Association agrees to indemnify and hold harmless the Board, each individual Board Member, and all Administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provision in the agreement between the parties for dues deductions.

#### 4.5 Termination

The Association shall be notified fifteen (15) days in advance of any termination of employment by any employee who has authorized dues deductions. In the event the employer receives less than fifteen (15) days of official notice from the employee, the employer shall inform the Association when it receives such official notice.

#### 4.6 Termination of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular payday, and a listing of the employees for whom deduction was made.

# ARTICLE V OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, insurance (including cancer), or any other deductions jointly approved by the Association and the Board.

# ARTICLE VI GRIEVANCE PROCEDURE

## 6.1 Definitions

A. Grievance

A grievance shall mean only an unresolved claim stating there has been a violation or misapplication of any of the provisions of this agreement.

B. Grievant

A "grievant" is the person(s) or Association making the claim.

# 6.2 Purpose

The purpose of this procedure is to resolve, at the lowest possible level, claims which may arise under the agreement. All parties agree that these procedures should be kept as informal and confidential as may be appropriate at any level of the procedures.

# 6.3 Individual Freedom Clause

The terms of these grievance procedures shall in no way negate the rights of any individual from meeting privately to process a grievance, at either informal or formal stages of the grievance procedures. This shall include, however, at the option of the grievant, the right of accompaniment of representatives of their choosing.

# 6.4 Limitations

A. Time Limits

All grievances must be presented within thirty (30) working days of the alleged violation or misapplication of any of the provisions of this agreement. The time lines specified may be extended by mutual agreement.

B. Failure to Act

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

C. Processing of Grievance

It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted before or after the school day schedule established for students, provided that grievances may be filed during the period of 8 a.m. to 4 p.m., but not during student contact hours.

D. Re-filing of Grievance

If any grievance has been denied because it has not been filed in the proper manner, the grievant will be informed of the correct procedure and an additional ten (10) days will be allowed to re-file.

## 6.5 Procedures

A. Level One – Principal or Immediate Supervisor (Informal)

An attempt shall be made to resolve any grievance in informal, verbal discussion between grievant and his/her principal or supervisor.

B. Level Two - Principal (Formal)

If the grievance cannot be resolved informally, the grievant shall file the grievance in writing on the form attached to the agreement as Schedule A. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, dated, and shall state the remedy requested. The Principal shall make a decision on the grievance and communicate it in writing to the employee, the Association, and the superintendent within five (5) school days after the receipt of the grievance. In the event a grievance has not been satisfactorily resolved at Level Two, the grievant shall file, within five (5) days of the Principal's written decision at Level Two, a copy of the grievance with the Superintendent.

# C. Level Three – Superintendent

Within five (5) school days after such written grievance is filed, the grievant and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within thirty (30) days of the third step grievance meeting and communicate it in writing to the employee, the Principal, and the Association stating the outcome of the meeting.

## D. Level Four - Arbitration

- 1. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days of the date of disposition by the Superintendent. The Association shall have the right to provide all Board Members with a copy of any written grievance that has been filed and the responses from the Principal and Superintendent, except grievances dealing with terminations.
- 2. Within ten (10) school days after written notice to the employer of submission to arbitration, the employer and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. Within five (5) workdays after receipt of said panel of arbitrators, the parties shall meet to select the sole arbitrator at one setting. The person whose name remains shall be the sole arbitrator.
- 3. The arbitrator so selected shall confer with the representatives of the Board and Association, hold hearings, and issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, from the date the final statement proofs, and/or briefs are submitted. This timeline may be waived by mutual agreement. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and Association and shall be final and binding. The Arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the Employer and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- 4. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

## 6.6 Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

# 6.7 Miscellaneous

A. Separate Grievance File

Grievances shall not be placed in personnel files.

B. Information for Grievance

The employer agrees to provide access to information relevant to the processing of grievances to the extent required by law.

# 6.8 Filing at Level Three

Class grievances involving more than one supervisor and grievances involving an administrator above the building level shall be filed at Level Three.

# ARTICLE VII COPYRIGHT

Any employee who develops any work that could receive a copyright or patent, such as computer software, will maintain all rights and royalties to that work, except in those instances where the District directs or sponsors the individual developing the work, in which case a contract will be agreed upon by the employee and the District establishing terms concerning the rights and royalties.

# ARTICLE VIII EVALUATION PROCEDURES

## 8.1 Number of Observations

Employees shall be observed, with notice a minimum of two (2) times in each year of probationary employment. Beyond his/her probationary period of service, employees will be observed, with notice, a minimum of two times every third year unless the employee/district requests an evaluation every year. The required notice shall be given at least two (2) days in advance of the observation. Days prior to a break, the first week and the last week of the school year will not be days of formal observation.

## 8.2 Notification

Within two (2) weeks after the beginning of the school year, each principal shall acquaint each employee under his/her supervision with the evaluation procedures, including acquaintance with the observation instrument. No formal observation shall take place until such orientation has been completed. Notice of a formal observation will be given to the employee at least two (2) days in advance of the observation. Principals may conduct informal observations at any time without notice.

## 8.3 Procedure

Classroom observations with notice shall be of at least twenty (20) consecutive minutes of the employee's performance. The evaluation shall be in writing, with a copy given to the employee. Coaches will be given the coaching evaluation instrument before the season begins. During the season, the coach will be observed to evaluate how the coach is meeting the evaluation criteria. The coach and evaluator shall meet to go over the criteria in the instrument within a two week period following the end of the specific athletic season or within an agreed upon meeting time acceptable to both coach and evaluator.

## 8.4 Conference

The evaluator shall schedule a meeting with the employee within five (5) school days following the classroom observation unless unusual circumstances prevail. A written copy of the evaluator's assessment of the observation will be provided to the employee at this conference. If deficiencies are identified, the evaluator shall provide a plan of remediation. The plan of remediation shall cover deficiencies noted in the observation. A follow-up observation will be scheduled in order for the employee to address the deficiencies. The written assessment of the follow-up observation shall state whether the employee has addressed the deficiencies in a satisfactory manner.

## 8.5 Signature

The evaluator and the employee evaluated will sign any written evaluation. Such signature acknowledges the employee's awareness of the content of the evaluation, not necessarily agreement with it. Said evaluation will include a section for comments for use by the employee if he/she so desires. A copy of said evaluation will be provided to the employee. No employee shall be required to sign a blank or incomplete evaluation.

# 8.6 Observation without Notice

The evaluation of employees may also include other unannounced observations, in addition to the previously stated scheduled observation. Any written evaluation of an unannounced observation will be provided to the employee within five days. Any unwritten observation without notice shall not become part of the employee's formal evaluation.

## 8.7 Employee Summative Evaluation

At the end of the evaluation cycle the evaluator shall write a summative evaluation letter. This summative evaluation shall address all employee announced and unannounced observations and any other pertinent information that has been discussed with the employee. The summative evaluation shall not include any information that has not been previously discussed with the employee.

## 8.8 Personnel File

The employee shall be able to review all of his/her evaluations. This shall not include evaluations from educational institutions or previous places of employment. Additional copies of these evaluations are available for a charge of ten (\$.10) cents per copy. The employer shall not place any other documents, such a compliments or complaints, in the personnel file until a copy of such document has been provided to the employee. Either the employer or the employee may request a conference to be held to discuss the document. The employee has fourteen (14) calendar days from the receipt of a copy of the document to respond to the document in writing and to have the response placed in the personnel file.

# 8.9 Complaints Against Employees

Teachers will be advised of any complaints regarding their conduct within 5 school days of when the compliant is made to an administrator, otherwise the complaint will not be the basis for a critical review in a teacher's evaluation.

## 8.10 Evaluation Review

It is the goal of the evaluation process to provide the employee a fair, just and accurate evaluation. The contents of an evaluation will not be subject to grievance, however, if the employee believes an evaluation is not fair, just, or accurate the employee may, in addition to filing a written response (as outlined in 8.5 and 8.8) request a review or additional observation by a second administrator.

# ARTICLE IX PROCEDURES FOR EMPLOYEE REDUCTION

#### 9.1 Layoffs

When, in the judgment of the Board, decline in enrollment, reduction of program, or any other reason requires reduction in staff, the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition given the necessity to hire and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality education program possible, the Administration shall base its recommendation as to resulting contract renewals on the relative skill, ability, competence, certification, qualifications, experience, and seniority of available employees to do the work. If a choice must be made between two or more employees of equal skill, competence, certification, qualifications, and experience to work in a designated area, contract renewals will be given to the employee(s) with the greatest continuous length of service in the District.

## 9.2 Recall

An employee laid off because of staff reduction shall have recall rights for two (2) years from the last day of work to any position for which he/she is certified to meet the requirements of the school system. Having met preceding requirements, recall will be made in the reverse order of lay off. When a vacancy occurs in his/her area of certification, he/she will be notified by certified mail and have five (5) days to respond. It is the employee's responsibility to keep the District informed in writing of changes in address. Any employee recalled will not be given credit on the salary schedule for the time laid off.

# 9.3 Notification of Layoffs

Employees affected shall be notified no later than April 30th.

9.4 Nothing in this article shall require the employer or its designee to solicit employee resignations or retirements.

# ARTICLE X TRANSFER

When a vacancy occurs in a position within a bargaining unit, the employer shall post a notice of the vacancy for a period of ten (10) school working days in each building. The deadline for filing a request for transfer shall be specified in the vacancy notice that is posted, but shall not be earlier than the end of ten (10) school working days unless agreed otherwise by the employer and Association official.

Any employee may request a transfer, however, nothing herein shall negate the employer's sole and exclusive right to make transfers as provided in Chapter 20, Code of Iowa.

When a vacancy occurs in a position within the bargaining unit during the summer months when school is not in session, the employer shall post a notice of the vacancy for a period of ten (10) week days in each building. The deadline for filing a request for transfer shall be specified in the vacancy notice that is posted, but shall not be earlier than the end of ten (10) week days unless agreed otherwise by the employer and an Association official. At the time that a notice is posted in each building, the Superintendent will give written notice to the President of the Association.

When a vacancy occurs after August 1st, notices must be posted with notification to an Association official. The deadline for filing a request for transfer may be shortened at the discretion of the employer, to insure that the vacancy will be filled prior to the beginning of the teacher's contract year.

Vacancy – A vacancy exists in the District when the total teaching positions available exceeds the total staff qualified and available to teach.

# ARTICLE XI HEALTH AND SAFETY MATTERS

All employees shall be required to have a physical examination as a condition of initial employment. The school physical exam form shall be used and returned to the Board Secretary during the year in which required. Upon receipt of actual total billing, the District will pay up to fifty (\$50) dollars for the physical examination. Any charges in excess of this sum will be paid by the employee. The Board will be responsible for fifty dollars (\$50) of the total billing for the initial physical examination required for newly hired employees.

Employees are encouraged to be alert for unsafe conditions and practices and to report these immediately to the appropriate Principal.

Employees will be held responsible for the reasonable use and care of materials, equipment, and devices provided the employee.

No employee shall be required to search for a bomb.

# ARTICLE XII IN-SERVICE

An in-service committee with teacher representation and an Association representative shall be established for the purpose of making recommendations and suggestions to the employer on the structure and content of the District's in-service program. Under our current practice, each building leadership team, and district leadership team shall have teacher representation and a designated association representative.

# ARTICLE XIII PROFESSIONAL EMPLOYEE HOURS

# 13.1 Working Day

The working day at school for employees not having extra assignments shall be eight (8) hours with at least 20 minutes for eating lunch. The workday hours may be varied by agreement between the employee and the building administrator. Whenever possible lunch periods will be longer than 20 minutes but may include additional duty assignments for some teachers. On Fridays or on days preceding holidays or vacation, employees may depart from the school after all of their responsibilities have been concluded and/or students under their supervision have left the building.

## 13.2 Inclement Weather

On dismissals due to inclement weather, employees may depart from the school after all of their responsibilities have been concluded and/or students under their supervision have left the building. In case of an emergency situation as determined by the superintendent, all employees may be asked to stay at school until the shuttle arrives back at each building.

# 13.3 Professional Meetings

Employees shall attend the following meetings: Open House, Parent/Teacher Conferences, and scheduled in-service meetings. For part time teachers, the District will pay their per diem rate for additional hours not compensated for in the form of comp time.

# 13.4 Flexibility Clause

The building Principal, or his designee, shall have the flexibility to release an employee during the employee's workday during lunch period and 8:00-8:30 and 3:30-4:00.

# ARTICLE XIV RECESSES AND HOLIDAYS

#### 14.1 Recesses

The following number of days will be observed as days of recess:

- A. Thanksgiving recess shall include Thanksgiving Day and post Thanksgiving Day.
- B. Winter recess shall include Christmas Day, New Year's Day, plus a maximum of eight additional weekdays.
- C. Spring recess shall include five weekdays

# 14.2 Holidays

- A. The regular contract of employees shall include five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform duties on any of the above holidays.
- B. To be eligible for holiday pay, employees shall work the full workday before and the full workday after the holiday. Winter break contains two holidays. Christmas Day pay will be contingent upon the employee working the last full workday before winter break, and New Year's Day will be contingent upon the employee working the first full workday after the break. Illness, bereavement, emergency, or acts of nature would not make an employee ineligible for holiday pay. The superintendent has the discretion to grant holiday pay for other absences.
- C. Acts of Nature defined as weather or other travel conditions which preclude an employee who is away from home for the holiday from returning home in time for the next workday.

# ARTICLE XV LEAVES OF ABSENCE

## 15.1 Sick Leave

## 15.1 A Sick Leave

Leave of absence for personal illness or injury will be granted in the following amounts:

1st year of employment - 10 work days 2nd year of employment - 11 work days 3rd year of employment - 12 work days 4th year of employment - 13 work days 5th year of employment - 14 work days

6th year and subsequent years of employment – 15 work days

The above amounts shall only apply to consecutive years of employment in the Woodward-Granger Community School District and unused portions shall be accumulated up to a total of one hundred five (105) workdays. In order to qualify for payment, the employer may require such evidence as it deems necessary to substantiate the absence. It shall be the employee's responsibility to notify the employer at the earliest reasonable time possible so as to allow adequate time to secure a substitute. Sick leave cannot be used where deferment of treatment or medical service would be possible at a time other than during

the school year. Only two (2) days of sick leave may be used for medical appointments by employees. The amount of time requested by the employee shall be approved by the administration in advance. The maximum accumulated sick leave days shall be one hundred five (105) and the maximum usable days shall be one hundred twenty (120).

## 15.1B Sick Leave Bank

Any certified employee may place up to two (2) days of their own sick leave into a Certified Employee Sick Leave Bank each year. Any certified employee may draw on this sick bank up to one-half of the existing sick leave bank, not to exceed twenty (20) days in any year in which all of the available applicable leaves have been exhausted. In addition, any certified employee may draw up to five (5) days, not to exceed one-half of the existing bank, for an immediate family member. This definition of immediate family for sick leave bank is spouse and children. Unused portions of the Sick Leave Bank shall accumulate from year to year. These days may only be used by a certified employee who incurs a catastrophic or life threatening illness or injury while under contract. Request must be made in writing to the Superintendent. Medical documentation must accompany this request.

# 15.2 Business/Personal Leave

#### 15.2 B

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. A personal business day, with pay, may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall notify his/her principal at least one day in advance, except in cases of emergency. The employee may not take a school day immediately before or after a Holiday, or end of a semester. For all unused personal leave, the employee shall be reimbursed in the amount equal to the per diem pay of a substitute teacher. The administration may limit the number of leaves for any given day in order to assure maintenance of the normal standard of educational services provided by the district, except that the administration must grant a minimum of one leave per qualifying day (as per restrictions in paragraph one of this section) at each of the following building levels: K-5, 6-8, 9-12, and Grandwood.

When an employee has two (2) consecutive years at the maximum accumulated sick leave days (105), the employee shall earn one additional personal leave day for the year this goal is earned. Reimbursement for unused personal leave will apply for this day. When an employee has four (4) consecutive years at the maximum accumulated sick leave days (105), the employee shall earn two additional personal leave days for the year this goal is earned. Reimbursement for unused personal leave will apply for these days.

## 15.3 Bereavement Leave

A maximum of four (4) days with pay per occurrence will be granted for a death in the employee's immediate family. Immediate family shall be interpreted to include spouse, child, parent, sister, brother, grandparent, grandchild, mother-father-sister-brother-son- or daughter-in-law. A maximum of one (1) day per year will be granted for the death of a close friend. A maximum of one (1) day per year will be granted for the death of an aunt/uncle. Bereavement leave must be taken for the day of the death, between time of death and funeral, or consecutive working days after the funeral. This leave is not cumulative.

# 15.4 Emergency Leave

A maximum of four (4) days with pay per contract year will be granted for serious illness, hospitalization, or emergency situations in the employee's immediate family. Immediate family shall be interpreted to include spouse, child, parent, sister, brother, grandparent, grandchild, mother-father-sister-brother-son- or daughter-in-law. This leave is not cumulative.

## Definitions:

Serious Illness – Any illness needing continuous care, that is certified by an attending physician's statement indicating home care in lieu of hospitalization.

Emergency – An accident that requires immediate attention of the employee.

Hospitalization - Under hospital care.

# 15.5 Association or Professional Leave

Association – Up to five (5) employee days, without pay, shall be available to the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. Professional – Two days professional leave may be allowed as approved by the building Principal and the Superintendent of Schools. Extra days may be granted with Superintendent's approval.

## 15.6 Absence without Pay

Absence without pay may be authorized at the Superintendent's discretion. The employee shall make application for authorization at least five (5) school days in advance of the beginning of the absence. In emergency situations shorter notice may be acceptable. Deduction shall be for duties performed on that day.

Leave without pay may be granted to an employee for travel opportunities won or awarded to them, or to a spouse, provided that the employee or spouse has no control over the dates of the trip, and further provided that the employee may take leave under this section only once in any given three (3) year period. A one-year leave without pay may be granted under limited circumstances at the sole discretion of the Board. In the event that a one-year leave without pay is granted, the employee must notify the Board of his/her intent to return the following school year no later than February 15th of the year of the leave. Failure to give such notice will be considered a voluntary resignation. This provision is not subject to grievance procedures.

# 15.7 Leaves of Absence

Employees must request said leave no later than March 1st of the school year preceding the school year in which the leave is to be taken. The employee's seniority and placement on the salary schedule shall be frozen for the duration of the leave. The employee may continue in the contractual insurance plans, with the permission of the carrier, at their own expense, during the leave.

# 15.8 Family Illness

Five (5) days per year may be granted, with administrative approval, for an employee staying home to care for his/her sick immediate family member; said leave to be deducted from the employee's sick leave.

#### 15.9 Extended Leave

Extended leaves beyond above stated leaves shall be the School Board's decision.

# 15.10 Good Cause

Other temporary leaves of absence for up to one (1) day per contract year may be granted in writing by the principal for good reason after the employee's personal days have been used. Unapproved absence deduction is one (1) divided by the number of contract days of the employee's salary for duties performed on that day, and approved absence deduction is substitute pay.

# 15.11 Jury Leave

Any employee called for jury duty during school hours shall be provided such time with pay. Any fees or remuneration, excluding mileage or parking reimbursement, received by the employee during such leave, shall be turned over to the District.

# 15.12 Special Leave

Any employee may be granted additional leave with or without pay at the sole discretion of the Superintendent and this decision will not be subject to the grievance procedure. However, all other Applicable leaves must be exhausted prior to requesting any additional temporary leave under this provision.

# ARTICLE XVI INSURANCE

# 16.1 Hospital/Major Medical Insurance

- A. The District shall pay all but one dollar (\$1) of the single monthly rate premium on regular full-time employees; said employees to pay the balance. For regular part-time employees, the employer's single premium contribution will be on a pro-rata basis and the balance paid by said employee. Married couples may apply both single rates toward the purchase of the family plan. Beginning with the 2003-2004-contract year all certified employees will be offered the PPO250 plan. The insurance program carrier shall be selected by the Board provided the insurance coverage shall be comparable to the previous school year.
- B. Fifty dollars (\$50) shall be paid toward family coverage by the District.
- C. Each employee shall choose between receiving the maximum salary set forth on the salary schedule in the form of salary or receiving family coverage hospital, surgical, and major medical insurance.

  An employee who elects to have the District pay the premium for family coverage will be paid a salary reduced by the amount of such a premium. This section of the contract in its entirety shall not be subject to grievance.

# 16.2 Workers' Compensation and School Liability

The Association and Board will make available to all employees summaries of the Workers' Compensation and School Liability Coverage.

## 16.3 Disability Insurance

The District shall pay the premium for disability insurance coverage up to a maximum of ten dollars (\$10) monthly, with coverage to include up to 60% of the employee(s) salary or policy limit until age 65.

# 16.4 Coverage

The Board provided insurance programs covered by the Agreement shall be for twelve (12) consecutive months. The effective date of insurance coverage for new employees shall be the earliest date allowed by the insurance carrier.

## 16.5 Continuation

Employees on paid leave shall continue to have Board contributions made according to the level described above.

# 16.6 Group Term Life Insurance

Each employee shall be covered by group term life insurance paid for by the District that provides a minimum death benefit of fifty thousand dollars (\$50,000) with accidental and dismemberment benefit. The insurance program carriers shall be selected by the Board.

## 16.7 Dental

The district will provide a single plan with orthodontics for full time employees. For regular part-time employees, the employer's single premium contribution will be on a pro-rata basis and the balance paid by said employee. Married couples may apply both single rates toward the purchase of the family plan. Employees choosing the family plan will pay the difference between the single and family plan.

# 16.8 Insurance Letter of Understanding

The Woodward-Granger Community School District and the Woodward-Granger Education Association hereby agree that an Insurance Committee will be formed as needed. The committee shall include representatives from each employee group and the administration. The purpose of said committee will be to research and explore available insurance options and alternatives for the current contract year and future years, and to make reports to the District and various employee groups with regard to the same. No change in benefits shall result from the work of this committee without mutual agreement.

# ARTICLE XVII SUPPLEMENTAL PAY

Employees who may be requested to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day for teaching, or an extra-curricular assignment that is a continuous extension of a work day, shall be reimbursed for all such use at the rate for State of Iowa agency workers, as determined by a phone call to the State, made by the District Secretary, as of September 1 of each year.

The same allowance shall be given, when administratively requested, for the use of personal cars for field trips or other business of the District.

# ARTICLE XVIII SENIORITY PROVISIONS

Seniority means an employee's length of continuous service within the school district since the date of Board appointment. If two (2) or more employees have the same hiring date, their seniority shall be determined in reverse order of their social security numbers.

As of July 1, 1984, a part-time employee shall be entitled to credit for the length of service and the same proportion that the time regularly worked by such part-time employee bears to the time regularly worked by full-time employees.

As long as the employee is employed, with the exception of lay off, disability, his/her seniority continues to accumulate.

Define Hiring Date: Date employee signs contract.

ARTICLE XIX
WAGES AND SALARIES

#### 19.1 Schedule

The salary schedule of each employee covered by the regular salary schedule is set forth in Schedule B which is attached hereto and made a part hereof.

# Placement on The Salary Schedule

# A. Credit for Experience

Credit up to the ninth (9th) step of any salary level on the employee's salary schedule will be given for preceding teaching experience upon initial employment. The Board also reserves the right to place an employee above the ninth (9th) step, provided the employee has the equivalent teaching experience. The Board reserves the right to place a new employee above the level of the preceding teaching experience, up to a maximum of the eighth (8th) step, if the Board is not able to secure qualified staff without giving credit for more than the actual experience. Effective with the 2001-2002 contract the hiring base for the District will be at step 3 on the BA lane, even without the corresponding teaching experience. Any employee earning less than this amount on the salary schedule will be moved up to this minimum hiring base.

# B. Incremental Advancement

Employees will advance one step on the salary schedule.

# C. Educational Advancement

Graduate semester credit hours earned above the BA must be earned for promotion across the salary schedule. Said credit shall apply on an employer-approved program leading to the Master's Degree or employer approved graduate hours.

When preliminary requests for approved graduate hours are presented to the employer, the employer shall approve or deny requests within ten (10) working day.

Notification of intention to advance across the salary schedule shall be in writing to the Superintendent prior to July 1st. (Suggested form – Schedule E) A transcript of credits shall be presented as evidence (or other substantial verification of attendance) that the necessary hours have been earned. Said transcripts of substantial evidence are to be filed prior to the start of school or by the October board meeting.

# D. Definition of Educational Lanes

BA schedule shall apply to employees possessing a baccalaureate degree from an accredited college or university.

A year of service consists of employment in the Woodward-Granger Community School District for one (1) semester or more in one (1) school year. This applies only to the salary schedule.

# E. Educational Improvement

The Board will pay up to two hundred dollars (\$200) toward the cost of tuition for course work taken per year per employee for courses approved by the Superintendent.

When preliminary requests for course work are presented to the Superintendent, the Superintendent shall approve or deny the request within ten (10) working days.

# F. Career Improvement

An employee that reaches the maximum salary on the BA, BA+15, or BA+30, or BA+45 lanes shall receive a longevity payment of \$250 beginning with the second year on the highest step and continuing each year thereafter.

An employee that reaches the maximum salary on the MA, MA+15, or MA+30 lanes shall receive a longevity payment of \$350 beginning with the second year on the highest step and continuing each year thereafter.

# G. National Board Certification

The District will pay one thousand dollars (\$1,000) for two (2) years to an employee who earns National Board Certification.

# H. Master's Degree Stipend

Any full-time certified employee who attains a Master's degree MAY CHOOSE TO receive a one time stipend of two-thousand dollars (\$2000), paid within 30 days of the employee providing proof of earning the degree. If the employee who receives the stipend leaves the District within a three (3) year period of receiving the stipend, the employee must pay back the stipend according to the following schedule:

Leave within the first year - 100% payback

Leave after the 1<sup>st</sup> contract year – 75% payback

Leave after the  $2^{nd}$  contract year – 50% payback Leave after the  $3^{rd}$  contract year – NO payback

Part time employees will receive a prorated stipend and will be subject to the same payback provisions. Master's degrees earned by staff in calendar year 2006 will be grandfathered in with this program.

The application for this stipend can be found in Schedule F at the back of this contract.

# 19.2 Method of Payment

# A. Pay Period

Each employee shall be paid twice a month, on the fifteenth (15th) and thirtieth (30th), in eighteen (18) or twenty-four (24) installments. Non-mandatory deductions will be made from each pay date on a proportional basis.

Employees shall receive payment by electronic deposit, into an account designated by the employee. When a pay date falls on a weekend day, employees shall be paid on the previous Friday. In the event a new employee does not have a bank account, payment will be made by check for up to two months until an account is secured.

# B. Final Pay

Employee(s) leaving the system shall have the option of receiving all or any part of his/her earned contracted salary on the first pay period following completion of the in-school work year providing the employee give thirty (30) calendar days notice prior to the pay period and said payment shall not create an over expenditure of the budget.

# C. Summer Payment

Summer payments, other than for summer school teachers, shall be by electronic deposit, into an account designated by the employee.

# 19.3 Extra Assignment and Extended Contract

When the Board determines that an employee is assigned extra duties, additional payment will be made.

# A. Extended Contracts

When an employee's assignment exceeds the contract year, said employee will receive additional compensation at the rate of one (1) divided by regular contract days of his/her annual contracted salary per day.

# B. Driver Education Salary

Driver's Education Instructors will be paid on a per diem basis. Salaries on the BA lane steps to be divided by 190 times the number of students. Steps will commensurate with years experience allowed in Section 19.2.

## C. Bus Driving

Driving of school buses by employees shall be voluntary. Should an employee volunteer to drive a bus, he/she shall be compensated at the same rate and basis of District bus drivers. If no volunteer is available, the District may assign an employee to drive a bus for a specific occasion and said employee shall be compensated at the same rate and basis of District bus drivers. All compensation shall be based solely on the actual driving time.

- D. New employees to the district will be paid for one additional orientation day at the beginning of their
- E. When an employee surrenders preparation time to cover for another employee, the employee will be compensated at an additional ½ of their normal per diem rate.

# 19.4 School Nurse

School nurse will be paid as follows:

R.N. (24 months) 85% of BA base R.N. (36 months) 95% of BA base 100% of BA base R.N. BS

# 19.5 School Nurse Credit

Credit up to the fifth (5th) step of any salary level on the employee's salary schedule will be given for preceding nursing years experience upon initial employment so that the new employee is on the same step of salary schedule as his/her completed years of previous nursing experience. Credit over and above this will be given at the Board's discretion.

# 19.6 Ticket Taking

Employees taking tickets at paid events shall receive eight dollars (\$8) per hour for the actual time spent in selling or taking tickets. Volunteers for ticket taking will be sought first. If no volunteers are available, then the District will assign the duty from a rotating list.

# 19.7 Elementary Music Programs

Staff shall receive eight dollars (\$8) per hour for supervising elementary music programs.

# 19.8 Staff Development Pay

Staff development will be paid at the higher of \$22 or per diem.

# ARTICLE XX CHAPTER 284 TEACHER PERFORMANCE COMPENSATION AND CAREER DEVELOPMENT

## 20.1 Distribution of Funds

- A. Minimum salaries for the first year beginning teachers, second year beginning teachers and career teachers will be paid according to the provisions of the Iowa Code Chapter 284.
- B. Any remaining funds, after paying the minimums according to paragraph A above, from the District's appropriation will be distributed to the other teachers unaffected by paragraph A above using a pro rata formula that increases at a rate of 4% per year consistent with the number of years of service in the Woodward-Granger Community School District. For example, in the first year of full time employment in the Woodward-Granger Community School District, the teacher will receive 1 share under the formula; in the second year of full time employment, the teacher will receive 1.04 shares; in the third year of full time employment, the teacher will receive 1.08 shares and so on. Each teacher pro rata share would be that share of the entire teacher compensation paid to the District after distribution is made under paragraph 1 above.
- C. Calculation of this supplement will be made as soon as possible after notification by the Department of Education and funds will be disbursed no more than 30 days after funds are received by the District from the Department of Education.
- D. This distribution will be separate from and in addition to the bargained salaries and phase monies.

# 20.2 Mentor Compensation

- A. Each mentor shall receive \$500 per semester for mentoring.
- B. Evaluation. The model comprehensive evaluation developed by the Department of Education shall be the basis for negotiating the evaluation of beginning teachers.
- C. Mentors shall not be required to evaluate beginning teachers nor make recommendations regarding a teacher's continued employment or licensure.

# 20.3 Procedure for dissolving mentoring relationships.

If the mentor and beginning teacher team experiences difficulty or the professional relationship is not effective, either the mentor or the beginning teacher may request that a new mentor be assigned to the beginning teacher. This request may be granted or rejected by the administration. If granted, payment to the old and new mentor shall be prorated based upon the remaining number of days in the semester.

# ARTICLE XXI COMPLIANCE AND DURATION

# 21.1 Saving Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law.

# 21.2 Printing Agreement

Copies of this Agreement shall be provided by the Board to all employees now employed and hereafter employed. The Board shall provide the Association with ten (10) additional copies.

# 21.3 Notices

Whenever notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by letter to the following:

- A. If by Association Board President and Superintendent
- B. If by Board Association President

# 21.4 Terms of Agreement

Upon ratification of both parties, this Agreement shall become effective fall term 2006; and shall continue in effect to fall term 2007. If either party should desire to amend, modify, or terminate this Agreement, it shall give notice to the other party expressing such intention.

# 21.5 Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their chief negotiators, and their signatures placed thereon on or about the 30th day of August, 2006.

WOODWARD	-GRANGER .
TOTAL A THOM	A GCOCT A STOX

President

Negotiator

WOODWARD-GRANGER CSD BOARD OF EDUCATION

By Precident

Negotiator

# Schedule A

# Grievance Report

Woodward-Granger CSD Filed	Date
Form:	Distribution of
(Building) 123.	Association Employee Appropriate
Supervisor (Name of Aggrieved)	4. Superintendent
<u>LEVEL I</u>	
A. Date Violation occurred:	
B. Sections of Contract Violated:	
C. Statement of Grievance:	
· · · · · · · · · · · · · · · · · · ·	
D. Relief Sought:	
(Signature)	(Date)
E. Disposition by Principal or Immediate Supervisor:	
	· · · · · · · · · · · · · · · · · · ·
(Signature of Principal or Immediate Supervisor	(Date)
. LEVEL I	<u>II</u>
(Signature of Aggrieved) Superintendent)	(Date received by

	Designee	<del> </del>	•			
_		<del></del>	•			
_						
_	(Signature of Superinten	dent or Designee)		(T	Date)	
	(Signature of Superment			(1	, u.c.)	
		<u>LE</u>	<u>VEL IV</u>			
A.	· · · · · · · · · · · · · · · · · · ·			·		
	Signature of Aggrieved President			S	ignature of Asso	ciation
		Ву				
В.			<del></del> ,	Data Basa	ived by Arbitrator	
В.	Date Submitted by Arbi	trator	•	Date Rece	ived by anomalion	

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Woodward	- Granger			Note: Start	on Step 3			
	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	
Step 1	23700	24648	25596	26544	27492	28440	29388	
Step 2	24648	25596	26544	27492	28440	29388	30336	
Step 3	25596	26544	27492	28440	29388	30336	31284	
Step 4	26544	27492	28440	29388	30336	31284	32232	
Step 5	27492	28440	29388	30336	31284	32232	33180	
Step 6	28440	29388	30336	31284	32232	33180	34128	
Step 7	29388	30336	31284	32232	33180	34128	35076	
Step 8	30336	31284	32232	33180	34128	35076	36024	
Step 9	31284	32232	33180	34128	35076	36024	36972	
Step 10	32232	33180	34128	35076	36024	36972	37920	
Step 11	33180	34128	35076	36024	36972	37920	38868	
Step 12	34128	35076	36024	36972	37920	38868	39816	
Step 13	35076	33654	36972	37920	38868	39816	40764	
Step 14	36024	36972	37920	38868	39816	40764	41712	
Step 15	36274	37920	38868	39816	40764	41712	42660	
Step 16	36524	38170	39816	40764	41712	42660	43608	
Step 17	36774	38420	40764	41712	42660	43608	44556	
Step 18	37024	38670	41014	42660	43608	44556	45504	
Step 19	37274	38920	41264	43608	44556	45504	46452	
Step 20	37524	39170	41514	43858	44906	45854	46802	
Step 21	37774	39420	41764		45256	46204	47152	
Step 22	38024	39670	42014	44358	45606	46554	47502	
Step 23	38274	39920	42264	44608	45956	46904	47852	
Step 24	38524	40170	42514	44858	46306	47254	48202	
Step 25	38774	40420	42764	45108	46656	47604	48552	
Step 26	39024	40670	43014		47006	47954	48902	
Step 27	39274	40920	43264	45608	47356	48304	49252	·
Step 28	39524	41170	43514		47706	48654	49602	
Step 29	39774	41420	43764	46108	48056	49004	49952	
Step 30	40024	41670			48406	49354	50302	
Step 31	40274	41920	44264	46608	48756	49704	50652	

# Schedule B - Grandwood 2006-2007

Woodward	- Granger			Note: Start	on Step 3	1		
	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	
Step 1	29700	30888	32076	33264	34452	35640	36828	
Step 2	30888	32076	33264	34452	35640	36828	38016	
Step 3	32076	33264	34452	35640	36828	38016	39204	·
Step 4	33264	34452	35640	36828	38016	39204	40392	
Step 5	34452	35640	36828	38016	39204	40392	41580	
Step 6	35640	36828	38016	39204	40392	41580	42768	
Step 7	36828	38016	39204	40392	41580	42768	43956	
Step 8	38016	39204	40392	41580	42768	43956	45144	
Step 9	39204	40392	41580		43956	45144	46332	
Step 10	40392	41580	42768	43956	45144	46332	47520	
Step 11	41580	42768	43956	45144	46332	47520	48708	
Step 12	42768	43956	45144	46332	47520	48708	49896	
Step 13	43956	42174	46332	47520	48708	49896	51084	
Step 14	45144	46332	47520	48708	49896	51084	52272	
Step 15	45394	47520	48708	49896	51084	52272	53460	
Step 16	45644	47770	49896	51084	52272	53460	54648	
Step 17	45894	48020	51084	52272	53460	54648	55836	
Step 18	46144	48270	51334	53460	54648	55836	57024	
Step 19	46394	48520	51584		55836	57024	58212	
Step 20	46644	48770	51834	54898	56186	57374	58562	
Step 21	46894	49020	52084	55148	56536	57724	58912	
Step 22	47144	49270	52334	55398	56886	58074	59262	<del> </del>
Step 23	47394	49520	52584	55648	57236	58424	59612	
Step 24	47644	49770	52834	55898	57586	58774	59962	
Step 25	47894	50020	53084	56148	57936	59124	60312	
Step 26	48144	50270	53334	56398	58286	59474	60662	-
Step 27	48394	50520	53584	56648	58636	59824	61012	
Step 28	48644	50770	53834	56898	58986	60174	61362	
Step 29	48894	51020	54084	57148	59336	60524	61712	
Step 30	49144	51270	54334	57398	59686	60874	62062	~
Step 31	49394	51520	54584	57648	60036	61224	62412	

# Schedule C Extra Duty Pay

Activities Coordinator	16
District Technology Coordinator	16
Baseball Assistant HS	7
Baseball Head HS	10
Basketball Assistant Girls and Boys Each HS	8
Basketball Head - Girls and Boys - Each HS	11
Basketball Head - Girls and Boys - Each MS	7
Basketball Assistant Girls/Boys MS	6
Building Site Technology Coordinator	11
Assistant Building Site Tech Coordinator	5
Cheerleaders HS	7
Cheerleaders MS	4
Class Sponsor Freshman HS	. 3
Class Sponsor Sophomore	4
Class Sponsor Junior HS	5
Class Sponsor Senior HS	4
Concessions Manager HS	5
Drill Team HS	3
Football Assistant HS Each Position	8
Football Assistant MS	6
Football Head HS	11
Football Head MS	7
Golf Boys/Girls HS	9
Music Elementary	4
Music Instrumental HS	11
Music Instrumental MS	4
Music Vocal HS	11
Music Vocal MS	4
School Play - Each Play HS	5
Senior High Paper HS	3
Softball Summer HS	10
Softball Summer Assistant HS	7
Speech Individal HS	4
Speech Large Group HS	4
Student Council Each MS and HS	3
Summer Activities Director	6
Summer Band	9
Summer Weight Lifting Program	11
Track - Head Girls and Boys - Each - MS	6
Track Assistant - Girls/Boys HS	7
Track Assistant MS	5
Track Head - Cross Country HS	9
Track Head - Girls and Boys - Each - HS	9
Volleyball Assistant HS	7
Volleyball Head HS	10
Volley Head MS	6
Volleyball Assistant MS	4
Wrestling Assistant HS	8
Wrestling Head HS	11
Wrestling Head MS	7
Yearbook HS	5
Newsletter	5

#### SCHEDULE D

# Woodward-Granger Community School District

Serving the Communities of Woodward and Granger

"Building Futures - One Student at a Time"

# **Educational Advancement Form**

#### Educational Advancement

Hours of graduate semester hours credit earned above the BA must be earned for promotion across the salary schedule. Said credit shall apply on an employer-approved program leading to the Master's Degree or employer approved graduate hours.

When preliminary requests for approved graduate hours are presented to the employer, the employer shall approve or deny requests within ten (10) working days.

Notification of intention to advance across the salary schedule shall be in writing to the Superintendent prior to July 1st. A transcript of credits shall be presented as evidence (or other substantial verification of attendance) that the necessary hours have been earned. Said transcripts of substantial evidence are to be filed prior to the start of school or by the October board meeting.

This form will be used for requesting advancement on the salary schedule.

Name	
Date	<del></del>
I am requesting permission to add	credits to advance across the salary schedule. This
credit will be earned from	in the following field of study
Teacher signature	<u> </u>
Superintendent signature of approval	·
Date	

# SCHEDULE E

<u>DUES DEDUCTION AUTHORIZATION FORM</u>
Authorization for payroll deduction for Association dues

(First Name)	(Middle Initial)	(Last Name)						
remitting agent, to deduc	ct from my earnings each mont	of the Woodward-Granger Community School District, as my h, until this authorization is changed or revoked as provided payment of the prevailing rate of dues which amount is to be						
remitted each month for me and on my behalf to the treasurer of the Woodward-Granger Education Association, according to the membership verification form.  It is understood that this authorization shall begin on the first payroll period following this date and shall continue								
		day notice to my employer and to said organization.						
Signature	Date	Social Security Number						

## **SCHEDULE F**

# AGREEMENT REGARDING MASTER'S DEGREE STIPEND

WHEREAS, the Master Contract between the Woodward-Granger Community School District and the Woodward-Granger Education Association governs compensation of certified employees employed by the District; and

WHEREAS, Paragraph 19.2(h) provides for payment of a stipend to certified employees earning a Master's Degree, subject to their continued employment with the District;

WHEREAS, the undersigned certified employee and the District agree that the certified employee is entitled to the stipend on the following terms:

1. Paragraph 19.2(h) of the Master Contract provides:

Any full-time certified employee who attains a Master's Degree may choose to receive a one-time stipend of Two Thousand Dollars (\$2,000), paid within thirty (30) days of the employee providing proof of earning the Degree. If the employee who receives the stipend leaves the District within a three (3) year period of receiving the stipend, the employee must pay back the stipend according to the following schedule:

Leave within the first year – 100% payback Leave after the first contract year – 75% payback Leave after the second contract year – 50% payback Leave after the third contract year – no payback

Part time employees will receive a prorated stipend and will be subject to the same payback provisions. Master's degrees earned by staff in calendar year 2006 will be grandfathered in with this program.

2. The undersigned employee is	a full-time/part-time (choose one)
certified employee. (If part-time, the	he certified employee works
percentage of a full-time assignment.)	

3.	The	date	the	•	employee	earne	d the	· N	Master's	Deg	gree	W	a
	<u>-</u>				······································								
4.	The	date	of th	is	application	and	proof	of	earning	the	degre	ee	i

<del>-</del>	certified employee represents that the employee is ime stipend of \$2,000 of compensation for earning
contract year following p back the stipend according employee to the Distri	leaves the District before the end of the third ayment of this stipend, the employee agrees to paying to the schedule ordered above. Payment by the ct shall occur within thirty (30) days of the termination of employment.
	Employee Name
	Current Assignment
	Employee's Signature
Approved as of the date below l	by Superintendent.
Date:	

Superintendent.

505893.1